

SECTION B - SUPPLIES/SERVICES AND PRICE

<u>ITEM NUMBER</u>	<u>SUPPLIES\ SERVICES</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
0001	Design, Build, Test And Install a new SARSAT Beacon Simulator	One	\$ _____	\$ _____
0002	Spare Parts		<u>\$50,000</u> (See note A)	

Note:

- A. This line item is a ordering item as described in Section H.12, hereof entitled "ORDERING ITEMS". The amount listed is a provisional amount only and is subject to unilateral downward adjustment by the Contracting Officer. The amount is an estimate; it does not represent a commitment that the Government will purchase this item.

SOLICITATION NO. 52-SPNA-1-00073

**AMENDMENT 001
SEPTEMBER 14, 2001**

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.01 GENERAL SCOPE; CLIN 0001

C.02 SPARE PARTS; CLIN 0002

C.01 GENERAL SCOPE: CLIN 0001

The Contractor shall deliver a new operational Sarsat Beacon Simulator. The Beacon Simulator shall be operational from NASA Goddard Spaceflight Center (GSFC), Greenbelt, MD. The Contractor shall perform detailed design and development work necessary to complete the requirements of this contract, and shall furnish all of the facilities, equipment, tools, labor, quality assurance, inspection, test facilities, management organization and control, and all other resources required for an operational Beacon Simulator system in accordance with the specifications, drawings, and other requirements of this contract.

The Contractor shall develop and utilize the following schedules to plan and measure performance:

- a. Master Schedule - The Contractor shall prepare a Master Schedule showing the order in which work will take place, including identification of major events and milestones. At a minimum, the Master Schedule shall include start and completion of all requirements in the Statement-of-Work (Section J, Attachment J-1); including but not limited to: engineering activities, software development, COTS products usage, cabling requirements, installation of Beacon Simulator equipment at the operational site, electrical and mechanical systems requirements, and system testing. Scheduling information shall identify the critical path(s) to project completion. The Master Schedule format shall include (1) the baseline (original plan), (2) revised schedule (variance \pm ten calendar days from baseline for each schedule item, any variance for preliminary acceptance or any variance in critical path items), and (3) actual dates.
- b. System Configuration Management (CM) Schedule - Based on the appropriate milestones in the Master Schedule, the Contractor shall prepare a CM schedule for approval which lists items to be controlled during the design, development, installation, and testing of the Beacon Simulator. The Contractor shall provide a plan which details the process used to control the configuration and manage changes to the following items: final system design, all COTS hardware and software, custom developed hardware and software, any firmware present in the architecture, documentation of the system as built at preliminary acceptance, facility modifications, test procedures and any special test apparatus. After items are committed to configuration management by this approved schedule, changes shall be identified and controlled in manner in accordance with the plan.

The Government will review CM as part of the Quarterly Progress Review, as described in Section H.02, hereof entitled "QUARTERLY PROGRESS REVIEW".

- c. Material Ordering Schedule - Based on the appropriate milestones in the Master Schedule, the Contractor shall prepare a schedule identifying material and subcontract procurements. The material ordering schedule shall identify the material or service to be procured, planned and actual purchase order/subcontract dates, purchase order/subcontract number and supplier/subcontractor, anticipated lead time, and required and actual material receipt dates. After final design approval, new releases of any article of COTS software or COTS system hardware and sub-components shall be subject to the clause referenced in Section I, hereof entitled "CHANGES- -FIXED PRICE".

These schedule reports shall be dispatched by means of a web based central management information data system, as described in Section G.05, hereof entitled "MANAGING USING THE WORLD WIDE WEB" 30 days after contract award. Revisions are required when any activity slips by 10 days or more, when a cumulative schedule change of 10 days or more occurs, or when the critical path changes.

The Contractor shall utilize these schedule reports as inputs to the progress measurement system, as described in Section H.08, hereof entitled "PROGRESS MEASUREMENT SYSTEM".

The Government will review these reports as part of the Milestone Progress Review, as described in Section H.02, hereof entitled "QUARTERLY PROGRESS REVIEWS".

C.02 SPARE PARTS: CLIN 0002 (Ordering Item)

As ordered by the Government, pursuant to the procedures set forth in the provision in Section H.12, hereof entitled "ORDERING ITEMS": the Contractor shall provide all labor, materials, equipment, services and facilities to furnish spare parts up to a total of \$50,000 dollars.

The Contractor shall provide a recommended spare parts list including quantities for all hardware and software provided for which spare parts are recommended by the Contractor or vendors, using NESDIS Standard No. S24.805 as guidance. The spare parts list shall be in accordance with paragraph 3.2 of NESDIS Standard No. S24.805. The Government will select spare parts based on these and other recommendations.

The Government will review recommended spare parts as part of the Quarterly Progress Review, as described in Section H.02, hereof entitled "QUARTERLY PROGRESS REVIEWS".

Recommended spare parts lists shall be dispatched by means of a web based central

management information data system, as described in Section G.04, hereof entitled "MANAGING USING THE WORLD WIDE WEB".

SECTION D - PACKAGING AND MARKING

D.01 PACKAGING AND MARKING

The Contractor shall pack all items for domestic shipment in such a manner that will assure acceptance by common carriers and safe delivery at destination at the most economical rate(s). Shipping and handling of items shall not affect the characteristics or factory settings of the components, and ensures that field performance shall be within specification tolerances after assembly and final inspection.

All packages and intermediate packages, including reports and other documentation shall be legibly marked with the following information: (i) Contractor's name, (ii) contract number, (iii) description of contents, (iv) quantity in package, (v) stock number or item number and (vi) serial number.

The Contractor shall place identical packaging and marking requirements in all subcontracts.

SECTION E - INSPECTION AND ACCEPTANCE**E.01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

URL: [http:// www.arnet.gov](http://www.arnet.gov)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	Inspection of Supplies - - Fixed-Price	AUG 1996
52.246-4	Inspection of Services - - Fixed-Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

E.02 INSPECTION AND ACCEPTANCE DUTIES

CLIN 0001 - The Contracting Officer or the duly authorized representative (COTR) will perform inspection and acceptance of supplies and services to be provided under this contract. The Beacon Simulator shall be inspected and accepted at the Government's facilities by the authorized representatives of the Government.

CLIN 0002 shall be inspected and accepted at the Contractor's facility or a location to be designated in each order by the Contracting Officer or duly authorized representative of the Government in accordance with the requirements in Section H.12, hereof entitled "ORDERING ITEMS".

E.03 PRELIMINARY ACCEPTANCE

Upon satisfactory completion of (i) Contractor's work, (ii) correction of deficiencies (unless otherwise agreed to in writing by the Contracting Officer) and (iii) the requirements of this contract, the Contractor shall present the Beacon Simulator for preliminary acceptance by the Government.

E.04 FINAL ACCEPTANCE

The Beacon Simulator will be finally accepted upon the expiration of its guaranty period.

E.05 GUARANTY PERIOD

- (a) As used in this contract, the term “defects” includes any and all defects, deficiencies, deteriorations, and failure in the Beacon Simulator. There shall be a guaranty period beginning at the time of preliminary acceptance and ending one (1) year after preliminary acceptance of the Beacon Simulator, unless extended as provided in paragraph (b) below.
- (b) The guaranty period for Beacon Simulator shall be extended by the time during which the Beacon Simulator is not available for unrestricted service by reason of any defects for which the Contracting Officer shall determine the Contractor to be responsible. During said period the Contractor shall have every reasonable opportunity to inspect the Beacon Simulator, but have no power to control its operation.

E.06 QUALITY ASSURANCE PLAN

- (a) The Contractor shall utilize the Quality Assurance Plan presented as part of its proposal and made a part hereof, and shall assure that all items presented to the Government for acceptance fully comply with the requirements of this Contract. The plan shall be implemented at contract award and continue throughout the life of the Contract. The plan shall consist of sequential inspections which document defects, provide for timely correction of deficiencies, identify deficient areas and recommend solutions to systemic problems. The plan shall assure that the quality of all items presented to the Government meets the requirements of the Specifications, whether manufactured or processed by the Contractor, or procured from subcontractors or vendors.
- (b) The plan shall be totally integrated into all areas of the Contractor's operation, both technical and administrative, including design and production. The plan also applies to all tests required by this Contract.
- (c) If, during the course of the Contract, modifications to the Quality Assurance Plan are proposed, for any reason, the Contractor shall submit those changes to the COTR for approval. The submission schedule shall allow sufficient time for Government review and comment prior to implementation.
- (d) The personnel assigned to the development, administration and daily functions of the Quality Assurance Plan shall be fully trained in their areas of responsibility which may

include: instruction and procedure development, product quality monitoring, inspection techniques, inspection data management and analysis.

- (e) The personnel assigned to quality functions shall have sufficient, well defined responsibilities, independent authority and organizational freedom to identify and evaluate quality problems and to initiate and recommend timely and positive solutions. Timely notice shall be given to the Government of personnel changes that affect the overall operation and internal reporting requirements of either the Quality Assurance organization or its assigned personnel.
- (f) The inspection and test documentation shall clearly describe the type of test or inspection to be accomplished with acceptance and rejection criteria. Documentation which demonstrates that the Contractor has accomplished Quality Assurance inspection shall be maintained and be made available to the Government prior to presentation for preliminary acceptance. The documentation shall list the quantity and type of deficiencies found and the nature of corrective action taken.
- (g) The Quality Assurance Plan shall address the certification and re-certification, use, cataloging and maintenance of measuring and test equipment. It shall address those pieces of equipment which will be used or installed to assure that the standards established in the required tests or inspections are met.
- (h) Where Quality Assurance process standards are established for other organizations and they are to be used on this contract, those standards shall be provided to the Government for information. Updates to the standards shall be provided as they are approved.
- (i) The Quality Assurance Plan shall establish and maintain an effective and positive control of nonconforming supplies or products, including procedures for identification, segregation, presentation and disposition of rework or repaired supplies or products.
- (j) The establishment and implementation of a Quality Assurance Plan by a subcontractor or vendor does not relieve the Contractor of its responsibility to furnish to the Government items which fully comply with the requirements of the Contract.

SECTION F - DELIVERIES OR PERFORMANCE**F.01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

URL: [http:// www.arnet.gov](http://www.arnet.gov)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay of Work	APR 1984
52.247-34	F.o.b. Destination	NOV 1991
52.247-48	F.o.b. Destination - - Evidence of Shipment	FEB 1999

F.02 DELIVERY SCHEDULE; CLIN 0001

The Contractor shall present the Beacon Simulator to the Government for preliminary acceptance at NASA Goddard Space Flight Center(GSFC) of *____ months after contract award.

***(Offeror insert number of months; not to exceed 12 months)**

F.03 DELIVERY OF CLINs 0002

The delivery schedules and locations for ordering CLIN 0002.

F.05 PERIOD OF PERFORMANCE

CLIN	PERIOD OF PERFORMANCE
0001	Date of contract award CLIN 0001 through the expiration of the guarantee period set forth in Section E.05.
0002	As specified in each Order, through the expiration of the guarantee period set forth in Section E.05.

SOLICITATION NO. 52-SPNA-1-00073

**AMENDMENT 001
SEPTEMBER 14, 2001**

SECTION G - CONTRACT ADMINISTRATION DATA

G.01 NOAA/NESDIS CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- (a) Thomas Button is hereby designated as the COTR for this contract.
- (b) The responsibilities and limitations of the COTR is as follows:
 - (1) The COTR is responsible for the overall technical management of the project and is located in the Direct Services Division Office at Suitland, Maryland.
 - (2) The COTR is not otherwise authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect contract price, terms or conditions. Any Contractor request for changes shall be referred through the COTR to the Contracting Officer.
- (c) The COTR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

G.02 CONTRACTING OFFICER AUTHORITY

- (a) Michael W. Knowles is the Contracting Officer for this contract.
- (b) The Contracting Officer is responsible for the overall contractual management of the project and is located at Department of Commerce, NOAA/NESDIS/OSD-3, Attn: Michael W. Knowles, 5200 Auth Road, FB4, Room 3309, Suitland, MD 20746-4304.

Only the Contracting Officer is authorized to make any changes, or approve any changes in any of the requirements of this contract; and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.03 SUBMISSION OF INVOICES

- (a) Original invoices shall be submitted with three copies to the Contracting Officer. To constitute a proper invoice, the invoice must include the information required in Section I, hereof entitled "PROMPT PAYMENT" at FAR subpart 52.232-25 subdivisions (a)(4)(i) through (a)(4)(iii).

Address invoices to: NOAA/NESDIS/OSD-3
Attn: Michael W. Knowles
5200 Auth Road
FB4, Room 3309
Suitland, MD 20746-4304

- (b) If deliverables are rejected for failure to conform to the requirements of the contract, or for damage in transit or otherwise, the provisions of the clause in Section I, hereof entitled "PAYMENTS" at FAR 52.232.1 will apply to the new delivery or replacement deliverables.

G.04 MANAGING USING THE WORLD WIDE WEB

The Contractor shall implement a Web based management central product data and management information system for information exchanges between the participants. The Contractor shall implement this system within 30 days after contract award and maintain the operability of the system through the end of the Guaranty Period as defined in Section E.05. All submittals shall be prepared in the Contractor's format and shall be clear, legible, and typed where appropriate. The Contractor shall use an information system which integrates in a Web based central product data base all required associated data products such as drawings, technical manuals, GFI, training materials, Technical Interchange Meeting (TIM) minutes, correspondence, Quarterly Progress Review Documentation, Technology Substitution, Technology Substitution Plan, minutes, reports, plans, program management data, schedules, and procedures. The system shall be used to meet dynamically changing system needs and emerging requirements of the participants.

The Contractor shall maintain the data and products throughout the life cycle of the program in digital form, available over the world wide web. The data system will support user access and data delivery requirements. The Government will review and approve this information electronically, as appropriate. The electronic viewing capability will support on line access to data products at the Contractor's sites from a variety of remote locations. Technical manuals, drawings and some reports will also be provided in CD ROM format as a final deliverable.

The Contractor shall provide data location, access, delivery in place, routing to external support systems and inherent integrated applications for data review and approval. The sharing and exchange of information shall be by industry standard neutral data formats and communication protocols. This system shall support electronic mail or electronic data routing.

The Contractor shall provide a system to control the work flow of data review and approval and to meet the emerging needs of the participants. This process will include data review and approval due dates and status, scheduling of alerts to participants for review, comment and approval. The system will include a means to ensure only authorized and appropriate access to and update of information. The Contractor shall employ methods to handle sensitive data.

All submittals, including drawings, reports, and machine-produced listings shall be provide the following information:

- (a) The contract number, data item number, and data item title. When multiple submissions are made under the same data item (such as drawings, purchase orders, or test reports), a subtitle shall be included to further identify the content.
- (b) A list of all enclosures being submitted in the data package.
- (c) A revision letter and date shall be included to reflect the revision of any previously submitted document. The cover sheet shall provide a brief explanation of the reason for the change or a more detailed discussion shall be included in the content of the submittal.
- (d) Submittals requiring approval shall state: "This document requires Government approval". If approval has been granted, the approved version shall state: "This document has been reviewed and approved by the Government".
- (e) Incremental submittals and documents regarding recurring meetings or events shall identify the specific increment/event date (if not otherwise identified in the subtitle).
- (f) Distribution and quantity of copies being sent.

The Contractor shall maintain scheduling data relating to the submission requirements of data items and, to the maximum extent possible, shall ensure that actual deliveries are made on or before specified due dates. Submission criteria are usually based on key events that are known to both the Contractor and to Government personnel (such as contract award). The Contractor shall use the web based information system to alert the reviewers via email that a data item is available for review. The

Contractor shall notify the data item focal point 7 days prior to the Government approval date to adjudicate reviewers' comments. Two days prior to Government approval of a data item the Contractor, via email, shall notify the focal point that adjudicated comments are due in two days.

The Contractor shall maintain internal quality control to ensure submittals are complete and adequate and should not rely on Government review comments to ensure the technical accuracy of data.

The approval time period for Government reviews, commences at receipt of the data by the Government agency responsible for providing approval. In most cases, approval will be granted subject to resolution of issues raised by review comments. If all issues can be successfully resolved, the Contractor shall correct and resubmit the data. In the event the Contractor disagrees with the intent of the review comments or is unable to comply with and/or resolve issues raised, the Contractor shall submit correspondence explaining the disagreement and propose suitable alternatives with supporting rationale.

G.05 CONTRACTOR REPRESENTATIVES AUTHORIZED TO SIGN DOCUMENTS |

Upon execution of the Contract, the Contractor shall provide a written list to the Contracting Officer which identifies those Contractor representatives who are authorized to sign written communications on behalf of the Contractor. The list shall specifically contain the following: (1) name of individual authorized to sign Contractor-generated technical data and Contractor management type documentation, and (2) type of documentation each individual is authorized to sign. Upon addition or deletion of one or more names, the list shall be revised accordingly.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following are the Special Contract Requirements of this contract.

CLAUSE

NO. CLAUSE TITLE

- H.01 POST-AWARD ORIENTATION CONFERENCE**
- H.02 QUARTERLY PROGRESS REVIEWS**
- H.03 PROGRAM MANAGEMENT**
- H.04 ORGANIZATIONAL CONFLICT OF INTEREST**
- H.05 ACCEPTANCE TESTING PROGRAM**
- H.06 EQUIVALENT EQUIPMENT**
- H.07 APPROVAL BY THE GOVERNMENT**
- H.08 PROGRESS MEASUREMENT SYSTEM**
- H.09 INSURANCE COVERAGE**
- H.10 REPRODUCTION OF PLANS AND OTHER DATA**
- H.11 ORDERING ITEMS**
- H.12 HARMLESS FROM LIABILITY**
- H.13 COMPLIANCE WITH LAWS**
- H.14 TECHNOLOGY SUBSTITUTION**
- H.15 TECHNOLOGY SUBSTITUTION PLAN**

H.01 POST-AWARD ORIENTATION CONFERENCE

The Contractor shall host a post-award orientation conference, to include the Contracting Officer, Contracting Officer's Technical Representative (COTR), and such other individuals who will represent the Contractor and the Government during the performance of this Contract, to be held at the Contractor's facility within 30 days after the award of the Contract. The purpose of the conference will be to review the terms and conditions of the Contract, discuss the technical scope of the Contract, and address questions from either the Contractor or the Government. The Contractor shall (i) provide a meeting area suitable to accommodate the conference, (ii) provide meeting minutes to the government for review and approval within ten (10) days after the conference, and (iii) after approval by the government distribute approved minutes to all who participated.

H.02 MILESTONE PROGRESS REVIEW

The Contractor shall prepare and disseminate between the participants the Quarterly Progress Review Documentation each quarter in accordance with Section G.05, entitled "MANAGING USING THE WORLD WIDE WEB". Throughout the duration of this contract the Contractor shall conduct Milestone Progress Reviews (if requested by the Government or the Contractor) at its facility. The Milestone Progress Review shall cover the physical progress of software and hardware development, both COTS and custom, status of engineering, material, logistics, production and outstanding contractual matters. At least five (5) days before each Milestone Progress Review the Contractor shall submit a proposed agenda and draft presentation materials to the Contracting Officer's Technical Representative (COTR) and the Contracting Officer for comment and additional items to be added as necessary. The Contractor shall (i) provide a meeting area suitable to accommodate the Milestone Progress Review, (ii) provide meeting minutes to the government for review and approval in accordance with the requirements in Section C.01 and (iii) after approval by the Government distribute approved minutes to all who participated.

H.03 Program Management

The Contractor shall designate a program manager to coordinate day-to-day activities and to act as the technical interface with the COTR. The program manager or designated representative shall be directly responsible to coordinate and carry out the following items.

Technical Interchange Meeting (TIM):

After contract award and throughout the duration of the contract, the Contractor or the COTR may request a Technical Interchange Meeting (TIM) to facilitate development activities and clarify interpretation of the Beacon Simulator requirements. The COTR will be responsible for designating

the subject, time, and place of such meetings and assure the availability of appropriate Government personnel.

Design Reviews:

The Contractor shall incorporate into the Milestone Progress Review a formal detailed design review with a detailed presentation highlighting all aspects of the hardware and software design followed by a question and answer session.

Preliminary Design Review:

This review shall concentrate on the Beacon Simulator hardware and software. The software portion of the review shall concentrate on the major modules, routines, and their respective execution. The review shall also cover a discussion of any changes made in the Beacon Simulator design.

Final Design Review:

Subsequent to the acquisition and/or breadboard testing of all hardware components by the Contractor, a formal final design review will be presented at the Government's NESDIS facility located in FOB No. 4, Suitland, MD. This review shall occur when deemed timely by the Contractor. The final design review must provide a detailed description of the final Beacon Simulator design. The Contractor shall prepare visual aids to support this presentation with copies provided to the attendees. This review shall be scheduled with at least two (2) weeks advance notice (if not scheduled with the Milestone Progress Review) and with advance copies of the agenda provided. A final review of the changes incorporated as a result of this review will be held at the Contractor's facility.

Coordination Meetings:

The program manager shall be required to meet regularly with the Government's representatives at a mutually agreed upon location for discussions regarding Beacon Simulator development. The first such meeting will be scheduled at the Post-award Orientation Conference. The next meetings shall occur on a monthly basis as required. The Contractor shall be expected to informally discuss the following:

- (a) Any problems or deficiencies highlighted in the monthly progress report as required in Section H.08, entitled "PROGRESS MEASUREMENT SYSTEM".
- (b) The status of all hardware and software development including walk through tours and actual equipment demonstrations.

- (c) Related hardware and software development and/or integration tasks.
- (d) Any questions regarding Beacon Simulator design.

Dissemination of all information above shall be in accordance with Section G.04 entitled “MANAGING USING THE WORLD WIDE WEB”.

H.04 ORGANIZATIONAL CONFLICT OF INTEREST

- (a) The Contractor warrants that, to the best of the its knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.
- (b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- (c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of the potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

H.05 ACCEPTANCE TEST PROGRAM

The acceptance test program for the Beacon Simulator shall require preparation of test plans and procedures for their execution for in-plant and on-site preliminary acceptance testing. The Contractor shall supply separate draft test plans for in-plant and for on-site testing at least three (3) months prior to testing. The on-site preliminary acceptance testing plan shall specifically define the

power requirements and cable connector types needed to perform testing and operation. The government shall have thirty (30) days to review each test plan and furnish comments. The Contractor shall incorporate the government's comments and submit final test plans for government approval one (1) month prior to testing. These test plans shall be comprehensive, addressing each functional requirement specified and demonstrating that the Beacon Simulator meets each detailed requirement. The Contractor shall provide a test procedure schedule to the Contracting Officer's Technical Representative (COTR) at least two (2) weeks prior to either in-plant or on-site testing with written notification not less than seven (7) days prior to performing scheduled testing.

- (a) In-Plant Testing: The Contractor shall develop a simulator which is required for testing of the Beacon Simulator. After successful completion of all in-plant testing; the simulator shall be delivered to the NASA Goddard Space Flight Center(GSFC). The Beacon Simulator in-plant testing shall concentrate on the individual components and processes that constitute the subsystem. Each test shall demonstrate compliance at the functional requirement and the design specification levels. The Contractor shall coordinate with the COTR for any open loop testing through a satellite to ensure that the performance of the Cospas Sarsat system is not degraded. The resulting data shall be recorded, certified as true and correct by the Contractor, and forwarded to the Government. The Government reserves the right to have any test repeated if there are data discrepancies detected.
- (b) On-Site Preliminary Acceptance Testing: Preliminary acceptance testing shall be performed on-site immediately after installation at the operational site. The on-site testing shall focus upon overall subsystem compliance with the functional and design requirements, and with any Government requirements, and shall accommodate all interfacing needed with the existing GSFC infrastructure. The preliminary acceptance test shall be conducted by the Contractor. To fulfill preliminary acceptance requires no hardware failures; no loss of system data; and less than five (5) seconds of downtime throughout the last seven (7) days of the acceptance period. In the event that this performance level is not maintained during this seven (7) day period, the performance period shall be extended on a day-by-day basis until the above required effectiveness level is achieved for each software routine or item of equipment.
- (c) Beacon Simulator Preliminary Acceptance: . The Beacon Simulator having met system requirements will be accepted by the government in accordance with Section E.05, hereof entitled "PRELIMINARY ACCEPTANCE".

H.06 EQUIVALENT EQUIPMENT

In the event that the Contractor wishes to substitute equipment which it considers equivalent to

an item specified in this Contract, **as amended at contract award**, by manufacturer's make and model number "or equal," the Contractor shall submit a substitutional request in writing to the Government for approval. Such requests shall be in accordance with the equivalency requirements of the specifications and shall be made ninety (90) days in advance of the Contractor's anticipated order of the equipment to allow the Government time to determine equivalency. Within thirty (30) days after receipt of the request the Government will approve or disapprove the request, or will provide a date by which approval or disapproval will be provided.

H.07 APPROVAL BY THE GOVERNMENT

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications and any other services.

The Government will approve only those designs and drawings and other data which are specifically identified in the contract as requiring approval. The Government's review, approval or acceptance of data provided under this contract shall not be construed as a waiver of any rights the Government may have under the clause in Section E .01, hereof entitled "INSPECTION OF SUPPLIES".

H.08 PROGRESS MEASUREMENT SYSTEM

The Contractor shall apply a progress measurement system to determine the physical progress of completed work for the base Contract work, which includes the contract price for CLINs 0001, and 0002. The progressing system shall permit a direct comparison between the actual extent of progress and the planned extent of progress (baseline) for each of the elements in the Master Schedule, CM Schedule, and Material Ordering Schedule, as described in Section C.01, hereof entitled "GENERAL SCOPE".

The Contractor shall provide a monthly report of the progress measuring system employed. The initial report shall be submitted at the post-award orientation and shall accompany the monthly invoices thereafter. Each progress report shall be divided into a management section and a technical section. The management section shall contain the following:

- (a) A breakdown of the hours expended throughout the reporting period including the major activities of the assigned personnel;
- (b) A milestone chart showing progress to date versus the anticipated progress for each major task (hardware and software tasks shall be individually divided);

- (c) Two separate graphs: one showing the total costs incurred versus time and the other showing the estimated cost versus time; and
- (d) A listing of any major hardware purchases throughout the reporting period.

The technical section of the progress report shall contain the following:

- (a) All problems encountered and solutions proposed during the preceding month;
- (b) Major requirement clarifications received during the preceding month from the COTR or as a result of the monthly coordination meetings;
- (c) Outstanding questions requiring government decision or guidance;
- (d) Supporting documentation on software and hardware subsystem design, development, and integration; and
- (e) Planned activities for the following month.

H.09 INSURANCE COVERAGE

Pursuant to the clause referenced in Section I, hereof entitled "Insurance - Work on a Government Installation," the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) **Workers Compensation and Employer's Liability.** The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) **General Liability**
 - (1) The Contractor shall have bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

- (2) The Contractor shall have property damage liability insurance in the amount of \$500,000.
- (c) **Automobile Liability.** The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of a least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- (d) **Aircraft Public and Passenger Liability.** When aircraft are used in connection with performing the contract, the Contractor shall have aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.10 REPRODUCTION OF PLANS AND OTHER DATA

When the Government requires, the Contractor shall, at the cost of reproduction, furnish to whomsoever may be designated by the Government, any data developed for or provided under this contract in accordance with the clause referenced in Section I, hereof entitled "RIGHTS IN DATA - - GENERAL". The furnishing of such data shall not constitute any guaranty or warranty, either express or implied, by the Contractor other than that they are correct copies of such data.

H.11 ORDERING ITEMS

- (a) Contract Modification - Items and Other Requirements to be Furnished When Ordered by the Government. The Contractor shall furnish supplies or other requirements under the CLINs 0001 and 0002 when a contract modification or order is issued by the Government in accordance with the procedures specified herein. The Government shall not be liable for any expenses incurred by the Contractor under any CLIN set forth herein until a contract modification or order is issued by the Government.
- (b) Contractor Proposal - Requirements Being Ordered. When required by the Contracting Officer (CO), the Contractor shall submit a proposal for the requirements the Government contemplates ordering hereunder. Such proposal shall be supported by cost or pricing data as prescribed in Far 15.4 unless such requirements have been

waived for the contract pursuant to FAR 15.403-1.

- (c) Ordering Period and Terminal Date for Delivery or Performance. Contract modifications or delivery orders for supplies or other requirements may be issued at any time during the period of performance of this contract through final acceptance. Contract modifications issued in accordance with this requirement shall provide that deliveries or performance shall be completed in accordance within the period of performance specified in each order.
- (d) Ordering. The CO will issue contract modifications or orders for supplies or requirements to be furnished by the Contractor in accordance with the terms set forth below. Each contract modification or order issued in accordance with paragraph (e), (f) or (h) below shall:
 - (1) Be prepared on a Standard Form 30 (Amendment of Solicitation/Modification of Contract) or Optional Form 347;
 - (2) Be numbered as a modification to/action under this contract;
 - (3) State that the action is issued in accordance with this clause;
 - (4) Identify the CLIN number set forth in Section B of the Schedule under which the supplies or services are being procured;
 - (5) Set forth in full detail the supplies or other requirements and the quantities being procured;
 - (6) Set forth packing and marking requirements for supplies being procured;
 - (7) Set forth consignment and marking instructions for supplies being procured to the extent they are known at the time the contract modification or order is issued;
 - (8) Set forth negotiated delivery or performance dates;
 - (9) Set forth the applicable inspection and acceptance requirements;
 - (10) Identify those items, if any, subject to the clause listed in Section I, hereof

entitled "LIMITATION OF LIABILITY - HIGH VALUE", if included in this contract;

- (11) Obligate funds to cover priced orders issued under paragraph (e) below, or ceiling priced orders issued under paragraph (f) below and unilateral orders issued under paragraph (h) below; and
 - (12) Set forth the applicable accounting and appropriation data.
- (e) Issuance of Contract Modifications or Orders Covering Priced Orders. For each order placed pursuant to this requirement, the CO will prepare a modification or delivery order under this contract in the form of a priced order when supplies or other requirements are to be furnished by the Contractor, unless otherwise provided for under paragraphs (f) or (h) below. The supplies or other requirements being procured shall be clearly defined in the contract modification or delivery order. Such modification or order shall be fully priced and otherwise fully definitive at the time of issuance and shall be signed by the Contractor and the CO.
- (f) Issuance of Contract Modifications or Delivery Orders Covering Ceiling Priced Orders. In those cases where it is not possible to fully price supplies or other requirements in accordance with paragraph (e) above due to urgency such as safety or readiness impact, the CO will prepare a modification or order to this contract in the form of a ceiling priced order. Each ceiling priced order shall clearly define the supplies or other requirements being procured and shall set forth a not-to-exceed ceiling price and a limitation of Government liability, which shall be an amount not greater than fifty percent (50%) of the ceiling price. The ceiling price set forth in any ceiling priced order shall not be used as a billing price for delivered items. Each ceiling priced order shall provide for total performance of the order for the specified ceiling price and such ceiling price shall bear a reasonable relationship to the work to be performed. A milestone schedule which culminates in a mutually agreed date upon which complete definitization will occur shall be included in each ceiling priced order of \$25,000 (net value) or more. The milestone schedule established in the ceiling priced order concerned shall be within the period set forth in paragraph (j) below. Each contract modification covering a ceiling priced order shall be signed by the Contractor and the CO. Additional requirements or quantities shall not be added to any ceiling priced order issued hereunder.
- (g) Limitation of Government Liability Under Ceiling Priced Orders. The ceiling price specified in each ceiling priced order shall be the maximum limitation on the

Government's obligation to pay for the supplies or other requirements being ordered, i.e., the parties agree that the definitized price for any ceiling priced order shall be no greater than the ceiling price of such order. Additionally, the Contractor shall not be authorized to incur obligations and, in any event, the Government shall not be obligated to make expenditures in excess of the limitation of Government liability until such time as the parties have established firm prices for the order in accordance with paragraph (j) below. If at any time the Contractor has reason to believe that the total price to the Government for the supplies or other requirements called for in any ceiling priced order will be substantially less than the ceiling price specified, the Contractor shall promptly notify the CO in writing. The CO will, based upon such notification, decrease the ceiling price and limitation of Government liability of the ceiling priced order concerned. A decrease in the ceiling price and limitation of Government liability of any ceiling priced order shall be set forth in a modification to this contract and shall be signed by the Contractor and the CO.

- (h) Unilateral Orders. In the event the CO determines that time does not permit negotiation of a bilateral modification either fully priced or ceiling priced, a unilateral order may be issued by the CO which will specify a dollar limitation (see paragraph (i) below), a limitation of Government liability (which shall be an amount not greater than fifty percent (50%) of the dollar limitation), and desired delivery schedule for the supplies or services ordered, together with a detailed description of the supplies or services to be furnished and a statement of the cost and pricing data required to be furnished. Price and delivery schedule will later be the subject of a bilateral modification (see paragraph (j) below) to be executed on behalf of the Government by the CO. The unilateral modification shall not be used for end item billing purposes for delivered items under this contract or as a billing price for any deliverables under such unilateral order.
- (i) Limitation of Obligations with Respect to Unilateral Orders not Finally Priced. The Contractor shall immediately commence work upon receipt of any unilateral order to this contract. If at any time the Contractor has reason to believe that the price of a unilateral order placed hereunder will exceed the dollar limitation established by the CO in a unilateral order, the Contractor shall so notify the CO in writing and propose an appropriate increase in the dollar limitation and limitation of Government liability of such order. Within thirty (30) days of such notice, the CO will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on a unilateral order beyond the point where their costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be

obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such unilateral order prior to establishment of firm prices therefore, in accordance with paragraph (j) below.

- (j) Establishment of Firm Prices for Ceiling Priced Orders and Unilateral Orders. The Contractor shall submit to the CO not later than thirty (30) days after issuance of each ceiling priced or unilateral order, a price proposal for the supplies or other requirements ordered by the Government, which shall include: (i) a statement of costs incurred and an estimate of the costs expected to be incurred in the performance of the ceiling priced or unilateral order together with sufficient data to support the accuracy and reliability of such estimate and (ii) supporting cost or pricing data (see paragraph (n) below), except that if a price proposal including supporting cost or pricing data was submitted to the CO before the issuance of the ceiling priced order concerned, only revisions to such price proposal and the supporting cost or pricing data are required to be submitted to the CO. Upon submission of the Contractor's price proposal, or revisions thereto, the Contractor and the CO shall promptly negotiate and establish a firm price for the supplies or other requirements called for in the ceiling priced or unilateral order concerned. The firm price for the supplies or other requirements, as agreed upon by the Contractor and the CO, shall be set forth in a modification to this contract which shall supersede the applicable ceiling priced or unilateral order. The item identifications shown in the applicable ceiling priced order or unilateral order shall be set forth in such contract modification. The firm price of each ceiling priced order or unilateral order shall be established within one-hundred eighty (180) days after issuance of the ceiling priced or unilateral order, or upon completion of forty percent (40%) of the work, whichever occurs earlier. If agreement on a definitive contract modification to supersede any ceiling priced or unilateral order is not reached within the period specified above, the CO may determine a reasonable price for the ceiling priced or unilateral order concerned in accordance with FAR 15.4 and Part 31 subject to appeal by the Contractor as provided in the "DISPUTES" clause referenced in Section I of this contract.
- (k) Segregation of Costs of Ceiling Priced and Unilateral Orders. The Contractor shall segregate by order all incurred costs (less allocable credits) for work allocable to each ceiling priced and to each unilateral order issued pursuant to paragraphs (f) or (h) above. The requirement for the Contractor to segregate the costs of each ceiling priced or unilateral order shall continue until the ceiling priced order or unilateral order is superseded by a contract modification establishing a firm price for the order.

- (l) Progress Payments -- Withholding or Suspension -- Ceiling Priced and Unilateral Orders. Submission by the Contractor of a price proposal adequate for negotiations for each ceiling priced and unilateral order issued hereunder is a material requirement of this contract in order that complete definitization will occur within the period specified in paragraph (j) above. Therefore, if the Contractor fails to submit an adequate price proposal for any ceiling priced or unilateral order, progress payments may be reduced or suspended for the order concerned unless such failure of the Contractor is due to causes beyond its control and without its fault or negligence. The CO will notify the Contractor in writing as to any reduction or suspension of progress payments pursuant to this paragraph.
- (m) Modification to Priced Orders, Ceiling Priced Order or Unilateral Orders. Modifications to priced orders, ceiling priced or unilateral orders issued hereunder shall be effected in accordance with the procedures for issuing contract modifications specified in this requirement. Modifications to ceiling priced orders issued pursuant to paragraph (f) and unilateral orders pursuant to paragraph (h) above shall not include additional requirements or quantities.
- (n) Cost and Pricing Data. Whenever cost or pricing data, as defined in FAR 15.401, are required in accordance with FAR 15.406-2, the Contractor shall submit a signed Standard Form 1411 (SF 1411), Contract Pricing Proposal Cover Sheet, with supporting attachments.
- (o) The amounts shown in Section B under CLINs 0002, 0004, 0005 and 0006 of this Contract for the purchase of special studies, training, additional spare parts and options are Government estimates of the **maximum amount of all orders** to be placed under each such ordering line item. The Government shall not be obligated to order any or all of the amount of each ordering item.

H.12 HARMLESS FROM LIABILITY

The Contractor shall hold and save the Government, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful act or wrongful omission of the Contractor, or any subcontractor, their employees, agents, etc.

H.13 COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees necessary for such performance, and shall procure such permits, licenses and other required authorizations for the United States and state and local authorizations as may be necessary in connection with beginning or carrying on to completion of the contract work, and shall at all times comply with all United States, state and local laws in any way affecting the contract work.

H.14 TECHNOLOGY SUBSTITUTION

All items (e.g., hardware, system software) and support services (maintenance, training, documentation, installation and technical support services) shall be the most modern and cost effective available at the time of delivery and installation, in accordance with Section C.01. The Contractor shall propose substitute items whenever the Contractor or its subcontractor is offering replacement or substitutes for the components in question and the Contractor offers the particular product to any of its commercial or Government customers. The Government may request that those items be substituted for comparable items originally offered. The Government reserves the right to accept or reject proposed substitutions.

The minimum qualifications for acceptance of substitutions are as follows:

- (a) The substitute item shall meet or exceed the applicable requirements and specifications of this contract.
- (b) Any substitute item shall be fully compatible with the existing hardware and software installed at the time the substitute is proposed for use.
- (c) The substitute item shall have capacity and performance characteristics equal to or better than those of the component it is to replace. The criteria used originally for selecting the winning vendor's components will be used to determine acceptability of substitute items.
- (d) The substitute item shall be equal to or more cost effective than the item it is to replace, based on the same evaluation as done under the solicitation.

To propose a substitute item, the Contractor shall submit a written proposal to the Contracting Officer, with adequate supporting justification addressing each of the applicable qualifications in Section C, Attachment C-1(SOW) and the Contractor's Proposal, as amended at contract award, and Final

Design Review, other attributes of the substitute item of which the Government should be aware. Additionally, the Contractor agrees to demonstrate the proposed item prior to delivery, if requested by the Government. The Government may allow component substitutions when, in the opinion of the Contracting Officer it is in the best interest of the Government to do so.

All proposed technology modifications, substitutions and additions to the contract shall be evaluated as to their benefit to the Government. In determining the comparative life cycle costs of such proposals, the performance costs over the remaining life of the contract shall be included.

H.15 TECHNOLOGY SUBSTITUTION PLAN

The Contractor shall develop and maintain through final acceptance of this contract a technology substitution plan that conforms to the clause provided in Section H.14, hereof entitled "TECHNOLOGY SUBSTITUTION" and to the requirements in this section. This plan shall enable the Contractor to propose and the Government to consider, alternate hardware and software which meets the following characteristics:

- (a) Meets at a minimum all of the applicable mandatory requirements of the solicitation.
- (b) Is functionally equivalent or superior to current items to be furnished under the contract.
- (c) Will maintain or improve successful systems performance.
- (d) Will facilitate or maintain ease of maintenance or use.
- (e) Will be supportable for the life of the contract.
- (f) Has been successfully utilized in actual performance.
- (g) Will provide a greater value to the Government than the hardware or software currently under contract.

Technology substitution specified in the plan and in Section H.14, hereof entitled "TECHNOLOGY SUBSTITUTION" is applicable only to hardware or software not yet installed at the time the improvement is authorized by the Government. Replacement of already installed contractor hardware or software will be considered by the Government pursuant to the clause referenced in Section I of this contract entitled "CHANGES--FIXED PRICE", should either the Government or the Contractor so request.

Hardware or software installed pursuant to this clause shall be subject to the same warranties and acceptance procedures as items already under the contract.

This plan is subject to review as part of the Quarterly Progress Review, as described in Section H.02, hereof entitled "QUARTERLY PROGRESS REVIEW".

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

URL: [http:// www.arnet.gov](http://www.arnet.gov)

I. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.202-1	DEFINITIONS	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE	JAN 1999

	FOR HUBZONE SMALL BUSINESS CONCERNS	
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (JAN 1999)	OCT 1999
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	AUG 1998
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.227-14	RIGHTS IN DATA--GENERAL ALTERNATE I (JUN 1987) ALTERNATE II (JUN 1987) ALTERNATE III (JUN 1987) ALTERNATE IV (JUN 1987) ALTERNATE V (JUN 1987)	JUN 1987
52.227-19	COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS	JUN 1987
52.228-5	INSURANCE - - WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR 1998
52.232-1	PAYMENTS	APR 1984

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52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-11	EXTRAS	APR 1984
52.232-16	PROGRESS PAYMENTS	MAR 2000
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUN 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	OCT 1998
52.245-1	PROPERTY RECORDS	APR 1984
52.245-18	SPECIAL TEST EQUIPMENT	FEB 1993
52.245-19	GOVERNMENT PROPERTY FURNISHED "AS IS"	APR 1984
52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	APR 1984
52.246-24	LIMITATION OF LIABILITY--HIGH-VALUE ITEMS	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.248-1	VALUE ENGINEERING ALTERNATE III (APR 1984)	FEB 2000
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

I.02 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall - -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408 (k).

**I.03 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL
DISADVANTAGED BUSINESS CONCERNS (OCT 1998)**

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an Offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

- (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an Offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) Offers will be evaluated by adding a factor of **10** percent to the price of all offers, except--

- (i) Offers from small disadvantaged business concerns that not waived the adjustment;

- (ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;
- (iii) Otherwise successful offers of eligible products under Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iv) Otherwise successful offers where application of the would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government; and
- (v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

- (c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

- (d) Agreements.

(1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
- (ii) Supplies (other than procurement from a nonmanufacturer such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

- (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
- (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.04 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

We will accept limited data rights.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

NUMBER	TITLE
Attachment J-1	STATEMENT OF WORK, dated AUGUST 3, 2001, Rev 05
Attachment J-2	Deleted
Attachment J-3	CONTRACTOR PAST PERFORMANCE EVALUATION, Rev 01
Attachment J-4	GOVERNMENT FURNISHED INFORMATION
Attachment J-4.01	STANDARD NO. S24.801 PREPARATION OF OPERATION AND MAINTENANCE MANUALS
Attachment J-4.02	STANDARD NO. S24.804 GENERAL REQUIREMENTS FOR TRAINING ON ELECTRONICS EQUIPMENT
Attachment J-4.03	STANDARD NO. S24.805 SPARE PARTS
Attachment J-4.04	STANDARD NO. S24.806 SOFTWARE DEVELOPMENT STANDARDS
Attachment J-4.05	C/S G.003 INTRODUCTION TO THE COSPAS-SARSAT SYSTEM
Attachment J-4.06	C/S T.001 SPECIFICATION FOR COSPAS-SARSAT 406 MHz DISTRESS BEACONS
Attachment J-4.07	C/S T.005 LEOLUT COMMISSIONING STANDARD
Attachment J-4.08	C/S T.007 COSPAS-SARSAT 406 MHz TYPE APPROVAL STANDARD
Attachment J-4.09	C/S T.010 GEOLUT COMMISSIONING STANDARD
Attachment J-4.10	C/S A.003 COSPAS-SARSAT SYSTEM MONITORING AND REPORTING

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS**

K.01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

URL: [http:// www.arnet.gov](http://www.arnet.gov)

1. FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.02 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The Offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to--

- (i) those prices;
- (ii) the intention to submit an offer; or
- (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the Offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the Offeror deletes or modifies subparagraph (a)(2) of this provision, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.03 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN:.....

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name-----

TIN-----

**K.04 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)
(MAY 1999)**

(a) Definition.

Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation.

[Complete only if the Offeror is a women- owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it ☐ is, ☐ is not a women-owned business concern.

**K.05 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN
AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR**

FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.06 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS
(MAY 1999)**

(a)(1) The standard industrial classification (SIC) code for this acquisition is.

(2) The small business size standard is: **7373**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is **\$18,000,000**.

(b) Representations. (1) The Offeror represents as part of its offer that it [] is, [] is not a small business concern.

(2) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents, for general statistical purposes, that it [] is, [] is not, a small

disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(c) Definitions.

"Small business concern", as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Women-owned small business concern", as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.07 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The Offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.08 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The Offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.09 52.223-1 CLEAN AIR AND WATER CERTIFICATION (APR 1984)

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract is [], is not [] listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the (EPA) List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the Offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or—

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in Section 19.102 of the Federal Acquisition Regulations; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.11 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND
RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the Offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the Offeror's response is not determinative of the status of such data should a contract be awarded to the Offeror.

(c) The Offeror has reviewed the requirements for the delivery of data or software and states [Offeror check appropriate block]--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.13 CERTIFICATION

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title: _____

Date: _____

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR
QUOTERS****L.01 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

URL: [http:// www.arnet.gov](http://www.arnet.gov)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE	FEB 2000
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT 1997
52.232-13	NOTICE OF PROGRESS PAYMENTS	APR 1984
52.237-1	SITE VISIT	APR 1984

L.02 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price contract resulting from this solicitation.

L.03 SERVICE OF PROTESTS

An agency level protest may be filed with either the Contracting Officer or the agency protest decision authority. See Section L.4 for the procedures for filing an agency protest with the protest decision authority.

Agency protests filed with the Contracting Officer shall be sent to the following address:

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
Systems Acquisition Office, Room 10122
Silver Spring, MD 20910-3282
ATTN: Michael Knowles
FAX: 301-713-4155

If a protest is filed with the General Accounting Office (GAO), a complete copy of the protest and all attachments shall be served upon the Contracting Officer as well as the Contract Law Division of the Office of General Counsel within one day of filing with GAO. Service upon the Contract Law Division is to be made as follows:

U.S. Department of Commerce
Contract Law Division, Office of the General Counsel
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W., Room 5893
Washington, DC 20230
ATTN: Jerry Walz
FAX: 202-482-5858

**L.04 DEPARTMENT OF COMMERCE AGENCY-LEVEL PROTEST PROCEDURES
LEVEL ABOVE THE CONTRACTING OFFICER (DEC1996)**

I. PURPOSE:

To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103).

On October 25, 1995, President Clinton signed Executive Order No. 12979 which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the contracting officer. Authority to

administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive).

The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external fora. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the contracting officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the contracting officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the Contracting Officer or the Protest Decision Authority but not both. When a protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102. A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is not a Saturday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

(a) Protesters using these procedures may protest to the Protest Decision Authority who will make the final decision for the Department. Protests shall be addressed to:

U.S. Department of Commerce
National Oceanic & Atmospheric Administration
Director of Acquisitions and Grants
1305 East West Highway, Room 4162
Silver Spring, MD 20910
ATTN: Helen Hurcombe
FAX No. 301-713-0219

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within one 1 day to the responsible Contracting Officer and a copy to the addresses indicated below:

U.S. Department of Commerce
Contract Law Division, Office of the General Counsel
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W., Room 5893
Washington, DC 20230
ATTN: Jerry Walz
FAX: 202-482-5858

(b) Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external fora, the procedures described here may not used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of Contracting Office and the Contracting Officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting the protester's statement
- (v) a request for ruling by the agency
- (vi) statement as to form of relief requested

- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest.

All protests must be signed by an authorized representative of the protester.

Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the Protest Decision Authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within one day of the decision to grant the extension.

Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and is not subject to further appeals.

The protest decision authority shall send a written ruling and summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable Contracting Officer and Office of Acquisitions and Grants.

Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) the supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued

performance is justified. The HCA may authorized contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The Protest Decision Authority may grant one or more of the following remedies:

- a. terminate the contract,
- b. re-complete the requirement,
- c. issue a new solicitation,
- d. refrain from exercising options under the contract,
- e. award a contract consistent with statutes and regulations,
- f. amend the solicitation provisions which gave rise to the protest and continue with the procurement,
- g. such other remedies as the decision-maker may determine are necessary to correct a defect.

L.05 INQUIRIES

Inquiries and all correspondence concerning this solicitation document should be submitted in writing to the issuing office.

OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE PERSON CITED IN BLOCK 10 OF SF33 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

L.06 AMENDMENTS TO PROPOSALS

Any changes to a proposal made by the Offeror after its initial submittal shall be accomplished by

replacement pages. Changes from the original page shall be indicated on the right outside margin by vertical lines adjacent to the change. The Offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.07 STANDARD FORM 33, SOLICITATION, OFFER, AND AWARD

The Standard Form 33, Solicitation, Offer, and Award, (SF 33) is being used for this solicitation. This form is used by the Government as a Request for Proposal (RFP) and upon submission by the Offeror it becomes the Offeror's proposal. As such, it is an "offer" which can be unilaterally accepted by the Contracting Officer and award made on said SF 33. The offer and acceptance form the contract. Therefore, the following points must be strictly adhered to by the Offeror in submitting its offer.

a. The SF 33 must be executed by a representative of the Offeror authorized to commit the Offeror to contractual obligations. The authority to sign a proposal, but not an offer subject to unilateral acceptance and award, is not sufficient authorization to sign the SF 33.

b. UNDER NO CIRCUMSTANCES MAKE ALTERATIONS OR CHANGES TO THE SF 33 OR THE RELATED PAGES WHICH ARE A PART OF THE ENCLOSED REQUEST FOR PROPOSAL PACKET. Offerors are to complete those parts which require items such as costs, place of performance, etc., when such items are called for in the enclosed request for proposal. A place is provided for Offerors to insert such information.

L.08 ELECTRONIC SOLICITATION

This solicitation is being distributed electronically in an attempt to streamline the procurement process. The solicitation is available on the National Oceanic and Atmospheric Administration (NOAA), NESDIS acquisition site: **<http://www.osd.noaa.gov/beacon>** Offerors are responsible for downloading their own copy of the solicitation. Requests for hard copies will be processed within 5 days, however, failure to receive hard copies will not be considered justification for extending the proposal due date. Offerors shall monitor the site for amendments to the solicitation. Offerors are reminded that proposals via the World Wide Web will not be considered.

L.09 SOLICITATION MAILING INSTRUCTIONS

To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/package which contains the offer/amendment be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are **"PROPOSAL DATA - TO BE OPENED BY ADDRESSEE ONLY."**

L.10 INCURRING PRE-AWARD COSTS

The Government is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.12 NOTICE OF POTENTIAL NON-GOVERNMENT EVALUATION

Offerors are advised that the Government may utilize the services of non-Government personnel to assist in evaluate of portions of the proposals submitted hereunder. Any such non-Government evaluators will execute a conflict of interest certification prior to participating in proposal evaluation. By submission of a proposal in response to this solicitation, the Offeror gives its written permission for evaluation of its proposal by non-Government personnel.

L.13 AWARD WITHOUT DISCUSSIONS

The Government **intends to evaluate proposals and award a contract based on initial offers** (FAR 52.215-1(f)(4)). While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer (CO) will proceed to establish a competitive range and conduct negotiations with the firms in that range. It is particularly important that each Offeror be fully responsive in providing its best offer initially, since there may be no opportunity to revise proposals at a later date. Offerors' initial proposals shall be reviewed to determine whether they satisfy the formal requirements of the solicitation. Those proposals determined by the Government to be so grossly and obviously deficient as to be unacceptable may be eliminated from further consideration before the initial evaluation. Failure of the Offerors to respond to or follow the instructions regarding the organization and content of the proposal volumes may result in the entire offer being eliminated before initial evaluation.

An incomplete or deficient cost and price proposal will impede the Contracting Officer from performing an analysis to determine probable cost to the Government and reasonableness of proposed costs. If an Offeror's initial cost proposal is so grossly deficient or ambiguous that a cost/price analysis cannot be performed, or proposed costs and pricing are not supported or do not track to the supporting data required by Section B of this solicitation, that Offeror's cost proposal may be deemed unrealistic and the entire offer may be excluded from evaluation.

L.14 SUBCONTRACTING PLAN

In accordance with FAR 52.219-9, incorporated by reference in Section I.1 of the solicitation,

Offerors who are not small business concerns shall submit a Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The Offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to be subcontracted out. All cost and technical information must be included in the appropriate sections of the Offeror's proposal in addition to the submission of the subcontracting plan. Small Business Subcontracting Plans with zero or token goals are unacceptable. In preparing the plan, the Offeror shall consider the following small business subcontracting goals which the Systems Acquisition Office (SAO) intends to achieve this fiscal year:

Total Awards to Small Business Concerns:	40%
Awards to Small Disadvantaged Business Concerns:	8%
Awards to Women-Owned Small Business Concerns:	2%

These goals are not intended to be mandatory but the Offeror is to keep these goals in mind when developing its subcontracting plan. Please note that these goals must be proposed as percentage of total dollars being subcontracted. A business may count toward more than one of the goals shown above. For example, a small disadvantaged and women owned business would count toward all three of the goals.

L.15 PROPOSAL INSTRUCTIONS TO OFFERORS

1. GENERAL

(a) The proposal submitted in response to this solicitation shall define the effort required for the design, development, testing, installation, and acceptance of the Sarsat Beacon Simulator under the cognizance of the National Oceanic and Atmospheric Administration (NOAA) National Environmental Satellite, Data and Information System (NESDIS), Direct Services Division(DSD).

(b) The proposal must demonstrate an understanding of all requirements covered in the solicitation. It is recognized that all aspects cannot be detailed in advance; however, the proposal must be sufficiently detailed and complete to demonstrate an understanding of and an ability to comply with the requirements of this solicitation. The proposal should demonstrate such understanding and ability in a concise, logical manner and should not contain material which is not directly related to this acquisition.

2. REQUIREMENTS

(a) The proposal shall be labeled with the Offeror's name and solicitation number **52-SPNA-1-00073**. The Offeror's proposal shall be presented in four separate volumes as follows:

Volume I	Technical Proposal
Volume II	Management Proposal
Volume III	Past Performance/Experience
Volume IV	Price Proposal

(b) The proposal shall respond directly to each factor/subfactor by volume/chapter listed under the requirements below. The non-price volumes of the proposal **shall not** contain price data. Responses shall not reference data in another volume.

(c) The proposal shall be presented on CD-ROM using a common word processor format which is compatible with the latest version of Microsoft® Word, Corel® WordPerfect or Adobe® Acrobat. Graphics and figures too complex for presentation in word processor format shall be presented in Acrobat, GIF, JPEG or other format that can be viewed with software which is available to the Government at no cost. Spreadsheets that are included as part of the Volume IV - Price Proposal shall be presented in a format which is compatible with the latest version of Microsoft® Excel, Corel® Quattro Pro or Adobe® Acrobat. Ten (10) copies of the proposal shall be submitted, each on a single CD-ROM separated by volumes and chapters, plus one identical copy on paper typewritten on A-4 or 8-1/2" X 11" paper, single sided with foldouts as required. The paper copy shall be presented in separate loose leaf binders which can be easily opened and closed, one for each volume.

The maximum number of pages allowed for each volume shall be strictly observed, as follows:

	<u>Page Limitation</u>
Volume I - Technical Proposal	30 pages total
Volume II - Management Proposal	10 pages total*
Volume III - Past Performance/Experience	10 pages total
Volume IV - Price Proposal	No Limitation

* Excluding pages for resumes of key project personnel. Not more than ten (10) resumes shall be provided by the Offeror. Individual resumes shall not exceed two (2) typewritten pages. The Quality Assurance plan is to be furnished as an attachment to the proposal and is not included in the page limitation. Front Matter consisting of the following is not included in the

page limitations: Cover Page, Title Page, Table of Contents, List of Figures, List of Tables, Acronym List, Requirement Matrix and Tab Separators.

(d) Foldouts shall fold from left to right (sideways), shall not exceed 297 mm or 11" in height, and shall count as one page provided they do not exceed three folds. Each fold which exceeds the three fold limit shall count as one additional page.

(e) At a minimum, the following information requested in these instruction shall be submitted. Failure to provide the requested information will adversely impact the proposal evaluation.

VOLUME I - TECHNICAL PROPOSAL

The technical proposal evaluation will consider the Offeror's capability to adequately perform in accordance with the Beacon Simulator requirements in Section J, Attachment J-1 hereof entitled "SEARCH AND RESCUE SATELLITE AIDED TRACKING (SARSAT) BEACON SIMULATOR Statement of Work" of this RFP. The Offeror's proposed detailed design approach, system security, graphical user interface, and integration and testing program will be evaluated. The proposal should be a complete statement that demonstrates a thorough understanding of the present system, as well as the requirements for the desired replacement system.

The technical proposal shall present, in one volume, the Offeror's understanding of the scope of the acquisition and an overall approach to satisfying the requirements. The proposal must be sufficiently detailed and complete to enable Government evaluators to arrive at a sound determination that the proposal meets the Government's needs. General statements that the Offeror can or will comply with the requirements, that standard procedures or well known techniques will be used, or that paraphrase the Statement of Work in whole or in part will not constitute compliance with the solicitation requirements or demonstrate the Offeror's understanding. Failure to include requested information may result in a decrease in technical rating.

The technical proposal volume shall be organized as follows:

VOLUME I - TECHNICAL PROPOSAL	
Chapter	Title
-	Title Page, Table of Contents
1	Detailed Design Approach
2	Testing

Title Page, Table of Contents - The title page shall contain the document volume, title, name and the solicitation number **52-SPNA-1-00073**, name of the Offeror and whether the Offeror wishes to restrict its proposal. A table of contents shall be provided after the title page listing the chapters, sections, subsections, appendices, figures, tables, and page numbers.

Subfactor a - Detailed Design Approach - This subfactor will consider the Offeror's proposal for the Beacon Simulator detailed design approach. The Offeror shall provide supporting systems analyses, figures, block diagrams, data flow charts, database structures, and systems interface methods, as appropriate. The proposal shall describe how the Offeror will incorporate directions from the Government resulting from design reviews and change requests.

(1) Functional Capabilities. The proposal shall demonstrate the ability of the detailed design approach to meet the system performance requirements, Operator Interface requirements, and RF parameter requirements as specified in Section J, Attachment J-1 (SOW), paragraphs 2.2 and 2.3 of the RFP.

(2) Configuration and Control Requirements. The proposal shall demonstrate the ability of the detailed software design to meet the digital message(DM) and Radio Frequency(RF) parameter configuration and control requirements as specified in Section J, Attachment J-1(SOW), paragraphs 2.4 and 2.6 of the RFP.

(3) Self Verification. The proposal shall demonstrate the ability of the detailed design approach to provide long loop and short loop verification as specified in Section J, Attachment J-1 (SOW), paragraph 2.4 of the RFP.

Subfactor b -Testing- This subfactor will consider the Offeror's proposal for testing the system for preliminary Government acceptance.

(1) Suitability. The Offeror shall identify the types and depth of tests to be performed internal and external to the system and demonstrate the suitability for testing for preliminary Government acceptance.

(2) Operator Interface. The Offeror shall identify the tests to demonstrate the operator interface features and performance meet the specifications of Section J, Attachment J-1 (SOW), paragraph 2.5.

(3) RF Parameters. The Offeror shall identify test processes and procedures sufficient to demonstrate that the specifications of Section J, Attachment J-1 (SOW), paragraph 2.2.2 are met, including the modulation index, power levels, duration of unmodulated carrier, and center

frequency of the transmissions. The proposal shall provide appropriate manufacture's documentation to ensure that the oscillator stability meets specifications of Section J, Attachment J-1 (SOW), paragraph 2.2.2.2.

VOLUME II - MANAGEMENT PROPOSAL

The management proposal evaluation will consider the Offeror's capability to adequately manage and control the Beacon Simulator project. The Offeror's proposed organization and resources, project schedule, purchasing/cost and property control, configuration management and quality assurance plan will be evaluated. The management proposal volume shall be organized as follows:

VOLUME II - MANAGEMENT PROPOSAL	
Chapter	Title
-	Title Page, Table of Contents
1	Organization and Resources
2	Project Schedule
3	Purchasing/Cost and Property Control
4	Configuration Management
5	Quality Assurance Plan

Title Page, Table of Contents - The title page shall contain the document volume, title, name and the solicitation number **52-SPNA-1-00073**, name of the Offeror and whether the Offeror wishes to restrict its proposal. A table of contents shall be provided after the title page listing the chapters, sections, subsections, appendices, figures, tables, and page numbers.

Subfactor a - Organization and Resources. This subfactor will consider the Offeror's ability to organize and staff the work program to implement the Beacon Simulator. The proposal shall demonstrate the Offeror's ability to manage and control a contract for complex system development, integration, installation and testing.

Subfactor b - Project Schedule. The Offeror shall propose a schedule of activities for the Beacon Simulator project. The Offeror shall demonstrate that the proposed schedule is complete, beginning from contract award for system development through to implementation, testing and installation. The

proposal shall identify all project activities and important project milestones, showing resources, duration, float and critical path according to the proposed schedule.

Subfactor c - Purchasing/Cost and Property Control. The Offeror shall demonstrate that the policies and procedures proposed for purchasing/cost and property control on the project comply with the requirements of this solicitation. The proposal shall describe the approach for monitoring and reporting the status of project purchasing, controlling costs and maintaining accountability of project property.

Subfactor d - Configuration Management. The Offeror shall demonstrate that the proposed configuration management approach conforms to the requirements of the solicitation. The proposal shall include the Offeror's approach to configuration control of documentation according to Section G.04 hereof entitled "MANAGING USING THE WORLD WIDE WEB".

Subfactor e - Quality Assurance Plan. This subfactor will evaluate the effectiveness of the Offeror's proposed quality assurance plan. The proposal shall define the corporate policy, objectives and commitment to quality and how the quality assurance plan will be applied to the Beacon Simulator project. The specific requirements covering the application and maintenance of the Offeror's quality assurance plan as it relates to the Beacon Simulator project are contained in Section E.06 hereof entitled "Quality Assurance Plan."

VOLUME III - PAST PERFORMANCE/EXPERIENCE

The past performance/experience evaluation will consider the Offeror's history with respect to quality of products or services, technical performance, business relations, customer satisfaction, quality awards, and cost control as exhibited by its past performance on previous contracts. Each Offeror will be evaluated on its relevant experience and past performance, and that of significant subcontractors or teaming partners, if any, under existing or prior contracts for similar products or services. Past performance information will be used to assess the extent to which contract objectives have been achieved on related efforts. Relevant experience is the accomplishment of work which is comparable or related to the work or effort required by this RFP.

The proposal shall include a list of references for three (3) of the Offeror's completed contracts for the last three years. The Offeror shall include for each such contract the following information: contract number, contract type, period of performance, contract dollar value, description of products or services provided, and whether the Offeror was a prime or subcontractor. If performing as a subcontractor, the Offeror shall identify the prime contractor. The Offeror shall send a client authorization letter similar to the example included in Section J, Attachment J-5 to all non-federal Government customers included as references in the Offeror's proposal. The Government may call to inquire about the Offeror's previous

contracts. The results of such inquiries will be used in evaluating the past performance/experience factor.

The Contractor Past Performance Evaluation form, included in Section J, Attachment J-3 of this RFP, will be used to collect information concerning the relevant experience and past performance of the Offeror and any subcontractor and/or teaming partner. The Offeror shall select three of its customers for which it has performed relevant work within the past three years and forward copies of the form to those agencies and/or firms for completion and submission to the Contracting Officer for this solicitation. Evaluation forms from the Offeror's customers should be returned by mail directly to the Contract Officer at the address given in the instructions accompanying the form no later than the proposal submission date. Contractor Evaluation forms may also be sent by fax to the Contracting Officer at the number given in the instructions accompanying the form. Offerors shall include in their proposal the written consent of their proposed significant subcontractors, as defined in this solicitation, to allow the Government to discuss the subcontractors' past performance evaluation with the Offeror. The information submitted may be verified by the Government through discussions with the references provided. While the Government may elect to consider data obtained from other sources, the burden of providing relevant references that the Government can readily contact rests with the Offeror.

For newly formed companies (less than 18 months old) with no customer contract references to evaluate past performance, the relevant experience and past performance of the management team will be considered, including predecessor firm(s), the company's principal owner(s), corporate officer(s), and key project personnel. The Offeror shall provide details of any such relevant experience or past performance in its proposal. The proposal shall describe the Offeror's past experience developing and implementing similar types of real time electronic data processing, storage and dissemination systems. Of particular interest is the Offeror's experience providing systems with a high level of system and data availability, and secure system access. Also of interest is the Offeror's experience developing database management system applications with an Internet interface for user access.

VOLUME IV - PRICE PROPOSAL

The Offeror's price proposal shall include a completed Section B, F, H, I and K of this RFP. Failure to provide such information may cause the Offeror's proposal to be rejected. Offerors are required to ensure that the technical and cost/business proposals are consistent. Any difference shall be fully explained. All aspects of the technical proposal that impact cost, whether the cost treatment is direct or indirect, shall be identified in the cost/business proposal. Offerors are cautioned that the Government intends to evaluate the realism of the proposed price. All proposal cost information submitted by Offeror is for the exclusive use of the Government. The Offeror's price proposal shall contain the following information :

(a) CLIN 0001 Price Breakdown and Estimating Data:

- (1) Price Breakdown - Each Offeror shall include a price breakdown of CLIN 0001 with a description of each cost category used in accordance with its cost accounting system.
- (2) Overhead Data - The Offeror's overhead data shall be provided. Offerors shall provide a detailed explanation of how overhead costs used in the proposal were developed. Describe what the overhead pool contains and outline current workload and future workload projections, as well as contract commitments considered in developing overhead costs.
- (3) Cost Groups - Describe how the labor hours and material portions of the proposal were developed.
- (4) Labor Costs - Explain the basis for the labor rates, including labor agreements and their expiration dates. Explain any differences between the proposed rates and any Government approved forward pricing rates, if available.
- (5) Subcontracting Costs - List all proposed subcontracts over \$100,000.00. Identify subcontractors by name, cost, and the extent of competition, and the applicable sections of the technical and management proposals.
- (6) Material Costs - Identify the fifteen (15) largest material costs contained in the proposal, exclusive of those previously identified as subcontracted out. Identify items by name and quantity, cost, source, extent of competition and the applicable section of the technical and management proposals.
- (7) Facilities Capital Cost of Money - A DD Form 1861 shall be submitted in support of the Facilities Capital Cost of Money, if proposed. The Facilities Capital Cost of Money shall be a separately identified cost category. The Offeror shall provide a completed Facilities Capital Cost of Money Factors Computation (FORM CASB-CMF) with the cost proposal, with a copy to the cognizant DCAA auditor.
- (8) Profit

(b) CLIN 0002

Offerors are required to submit cost proposal information for CLINs. Offerors are not required to submit cost proposal information for CLIN 0002, as these are Government estimates of the

amounts which may be required under the contract subject to the ordering provisions.

(c) Determination of Financial Responsibility:

Upon request any or all of the following shall be furnished to this office within five (5) days of the request by the Contracting Officer (see FAR 9.104-1). The Offeror shall provide copies of its audited balance sheet and income statement of its most recently completed annual accounting period. If the financial statements have not been audited, the Offeror shall provide copies of its unaudited statements. The financial statements shall include a balance sheet, profit and loss statement, and a cash flow statement. The Offeror shall also provide projected cash flow statements for the entire performance period including options. Offeror must furnish evidence of adequate financial resources to perform the contract or the ability to obtain such resources. Adequate financial resources for the purpose of this section is an amount equal to the total value of the COTS hardware and software.

SECTION M - EVALUATION FACTORS FOR AWARD.**M.01 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

URL: [http:// www.arnet.gov](http://www.arnet.gov)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
52.217-5	Evaluation of Options	JUL 1990

M.02 GENERAL INFORMATION

It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. The Government plans to award a **Firm-Fixed Price** contract. A contract will be awarded to the technically acceptable lowest price offer. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussion. In that case, the Contracting Officer (CO) will proceed to establish a competitive range and conduct negotiations with the firms in that range.

M.03 EVALUATION CRITERIA

The successful Offeror will be selected based on its demonstrated ability to perform the requirements stated in this RFP for the lowest price. It is the Offeror's responsibility to provide information, evidence or exhibits that clearly demonstrate ability to perform the requirements. Evaluation of the proposals has been divided into non-price factors and the price factor which are identified in this Section and detailed in Section L of this RFP. The non-price factors will be evaluated to determine technical acceptability of the proposal. The price factor will be evaluated upon a determination of technical acceptability. The objective of the proposal evaluation process is to ensure impartial and comprehensive examination of competitive proposals in order to select the proposal that satisfies the Government's requirements, represents the best price and other factors specified in Section M of this contract considered, and has a reasonable probability that the Offeror can perform as proposed.

FACTOR I - TECHNICAL (VOLUME I)

Subfactor a: Detailed Design Approach

Subfactor b: Testing

FACTOR II - MANAGEMENT (VOLUME II)

Subfactor a: Organization and Resources
Subfactor b: Project Schedule
Subfactor c: Purchasing/Cost and Property Control
Subfactor d: Configuration Management
Subfactor e: Quality Assurance Plan

FACTOR III - PAST PERFORMANCE/EXPERIENCE (VOLUME III)

Subfactor a: Quality of Production or Service
Subfactor b: Technical Performance
Subfactor c: Business Relations
Subfactor d: Customer Satisfaction
Subfactor e: Quality Awards
Subfactor f: Cost Control

Newly formed companies having no relevant past experience shall receive a neutral rating. A neutral rating shall be the average score of the other competing Offerors. Offerors receiving a neutral rating shall submit all relevant past experience of the proposed program management team including its corporate experience, predecessor firm, the company's principal owners, corporate officers, and key personnel proposed for this solicitation.

FACTOR IV - PRICE PROPOSAL (VOLUME IV)

For evaluation purposes, the proposed price to the Government will be calculated as the sum of CLINs 0001 and 0002.

The Contracting Officer's determination of financial responsibility will be based on the resources available to the apparent successful Offeror to perform its contractual obligation. Accordingly, prior to award, the apparent successful Offeror will be required to demonstrate that it has, or has the ability to obtain, such financial resources.

M.04 EVALUATION OF OPTIONS (JUL 1990) (FAR 52.217-5)

Except when it is determined in accordance with FAR 17.206 (b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

M.05 CONTRACT AWARD - SINGLE AWARD FOR ALL CLINS (NEGOTIATED)

The Government shall make a single award under this solicitation. Award will be made to the responsible Offeror whose offer represents the lowest priced technically acceptable proposal to the Government. Therefore, offers proposing less than the entire effort specified herein shall be determined to be unacceptable.